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REC. RDATION NO. _____ Filed & Recorded

OCT 11 1972 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

THE YORK BANK AND TRUST COMPANY

SECOND SUPPLEMENT TO CHATTEL MORTGAGE - SECURITY AGREEMENT

This Second Supplement dated as of October 10, 1972 from THE YORK BANK AND TRUST COMPANY, a Pennsylvania corporation (the "Company"), having its principal office at 107 West Market Street, York, Pennsylvania 17401, party of the first part, to THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, as TRUSTEE (the "Mortgagee"), whose address is 1500 Chestnut Street, Philadelphia, Pennsylvania, party of the second part,

W I T N E S S E T H:

WHEREAS, the Company has heretofore executed and delivered that certain Chattel Mortgage, Trust Deed, Assignment of Rents and Security Agreement dated as of March 1, 1972 (the "Original Mortgage") to the Mortgagee as security for the payment in full of all principal of and interest on the 8% Notes of the Company not exceeding \$1,728,580.00 in aggregate principal amount (being hereinafter sometimes referred to as the "Notes") issued or to be issued and outstanding under that certain Loan Agreement dated as of March 1, 1972 (the "Loan Agreement"), between the Company and the Los Angeles County Employees Retirement Association; and

WHEREAS, the Original Mortgage was recorded in the Office of the Secretary of the Interstate Commerce Commission on May 18, 1972, and has been assigned Recordation No. 6599; and

WHEREAS, 8% Notes of the Company in the aggregate original principal amount of \$1,296,435.00 have been issued and are presently outstanding under the Loan Agreement and the Original Mortgage; and

WHEREAS, the Company has covenanted and agreed that prior to or concurrently with the issuance of Notes on each subsequent Closing Date provided for by the Loan Agreement the Company will execute, acknowledge and deliver a supplement to the Original Mortgage specifically describing as part of the mortgaged property the box cars which were financed on the original closing and are being financed through the issuance of Notes on such subsequent Closing Date and confirming the mortgage thereof as security for all Notes issued or to be issued under the Loan Agreement; and

WHEREAS, all requirements of law and the by-laws and articles of incorporation of the Company have been fully complied with and all other acts and things necessary to make this Supplement a valid, binding and legal instrument for the security of the Notes have been done and performed;

NOW, THEREFORE, the Company in consideration of the premises

Mortgage and the performance and observance of all the covenants and conditions contained in the Notes, the Original Mortgage and the Loan Agreement, and in each and every agreement or supplement thereto heretofore or hereafter executed provided to be performed or observed by the Company, the Company does hereby grant, bargain, sell, convey, warrant, mortgage, pledge and hypothecate unto the Mortgagee and its assigns forever, and grant a security interest in, all and singular, the following described properties, rights, interests and privileges, that is to say:

DIVISION I

The box cars described in and bearing the numbers listed in Schedule I attached hereto and made a part hereof, being some of the box cars leased and delivered to St. Louis - San Francisco Railway Company (the "Lessee") under that certain Lease Agreement dated as of March 1, 1972 (the "Lease") between the Company, as Lessor, and the Lessee; and

DIVISION II

All accessories, equipment, parts and appurtenances appertaining or attached to any of the property hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said property, together with all the rents, issues, income, profits and avails thereof.

SUBJECT, HOWEVER, to (a) the right and the interest of the Lessee under the Lease, and (b) the lien of current taxes and assessments not in default, or, if delinquent, the validity of which is being contested in good faith;

TO HAVE AND TO HOLD the property described in the Original Mortgage and in this Supplement, and all other property mortgaged under the Original Mortgage unto the Mortgagee and its assigns forever for the uses and purposes in the Original Mortgage set forth.

The Company hereby covenants, warrants and agrees that it is lawfully seized and possessed of the box cars described in Division I of the granting clause hereof and has good right, full power and authority to convey, transfer and mortgage said box cars to the Trustee for the uses and purposes herein set forth, and the box cars described in said Division I are owned by the Company free and clear of any and all liens, encumbrances, (excepting only the lien of current ad valorem taxes not in default and the right, title and interest of the Lessee under the Lease), and that the Company will warrant and defend the title to the box cars against all claims and demands whatsoever (excepting only the right and the interest of the Lessee under the Lease).

This Supplement may be executed acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one instrument.

All the covenants, stipulations, premises, undertakings and agreements herein contained by or on behalf of the Company shall be binding upon the Company and its successors and assigns.

IN WITNESS WHEREOF, The York Bank and Trust Company has caused this Supplement to be executed on its behalf by its VICE President and its corporate seal to be hereunto affixed and attested by its _____ Secretary, all as of the day and year above written.

THE YORK BANK AND TRUST COMPANY

By RE Rombaugh
Its VICE President

(corporate seal)

Attest:

[Signature]
Its _____ Secretary

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF YORK :

On this 10TH day of OCTOBER, 1972, before me personally appeared RODNEY E. ROMBAUGH to me personally known who being by me duly sworn, says that he is VICE President of The York Bank and Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Oscar B. East

SCHEDULE I

200 40' 5 1/2" double sheathed box cars rebuilt to 50 ton
50' 5 1/2" box cars with 10' 0" sliding doors, bearing
numbers SL - SF 43000 through 43199 inclusive

LISTING OF OLD CAR NUMBERS AND
CORRESPONDING NEW CAR NUMBERS

<u>OLD CAR NO.</u>	<u>NEW CAR NO.</u>	<u>OLD CAR NO.</u>	<u>NEW CAR NO.</u>
17860	43000	17301	43025
17999	43001	18043	43026
17821	43002	17822	43027
17435	43003	17875	43028
18017	43004	17974	43029
17805	43005	17955	43030
18015	43006	17991	43031
18006	43007	17848	43032
17831	43008	18031	43033
17921	43009	18033	43034
17897	43010	17545	43035
17880	43011	17869	43036
17881	43012	17953	43037
18045	43013	18041	43038
17840	43014	17920	43039
18029	43015	17901	43040
17918	43016	17817	43041
18038	43017	17828	43042
18044	43018	17845	43043
17914	43019	17994	43044
18012	43020	17959	43045
17989	43021	17863	43046
18030	43022	17907	43047
17782	43023	17878	43048
17913	43024	17801	43049

CONTINUATION OF
LISTING OF OLD CAR NUMBERS AND
CORRESPONDING NEW CAR NUMBERS

<u>OLD CAR NO.</u>	<u>NEW CAR NO.</u>	<u>OLD CAR NO.</u>	<u>NEW CAR NO.</u>
17968	43050	17864	43075
18010	43051	17832	43076
17829	43052	18020	43077
17856	43053	17941	43078
17809	43054	17902	43079
18003	43055	17846	43080
17735	43056	18027	43081
17642	43057	17908	43082
17827	43058	17935	43083
17602	43059	17825	43084
18035	43060	18013	43085
17884	43061	17904	43086
18049	43062	17960	43087
17983	43063	17915	43088
17855	43064	17815	43089
17979	43065	17851	43090
17866	43066	18001	43091
17749	43067	17342	43092
17924	43068	17888	43093
17304	43069	17970	43094
18028	43070	18018	43095
18009	43071	18004	43096
17586	43072	18037	43097
17818	43073	17308	43098
17567	43074	17844	43099